

SECRET

DE-045-65

Contract No. GA-1853
Amendment No. 10
Final Settlement

19 April 1965

25X1A

[Redacted]

Gentlemen:

WHEREAS, all work under Contract No. GA-1853 has been completed;
and,

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WHEREAS, the estimated cost of the contract, including fixed fee,
for the period of inception through 30 June 1964 is [Redacted] and,

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WHEREAS, the estimated cost of the contract, including fixed fee,
for the period 1 July 1964 through completion is [Redacted]; and,

WHEREAS, subsequent to adjustment of overhead rates and audit
by the Government the parties hereto have negotiated a final settlement
price.

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NOW, THEREFORE, the parties hereto agree that the final cost of
this contract shall be [Redacted] and the fixed fee shall be
[Redacted] for a total final cost including fee of [Redacted]

All other terms and conditions of this contract, as amended, remain
unchanged.

Please indicate your receipt of this Amendment No. 10 in final
settlement of Contract GA-1853 and your acceptance thereof by executing
the original and three copies hereof. Return the fully executed
original and two signed carbon copies of this Amendment to the under-
signed. Retain the remaining copy for your files.

25X1A

THE UNITED STATES OF AMERICA

BY

[Redacted Signature]

Contracting Officer

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ACKNOWLEDGED AND ACCEPTED

[Redacted Signature]

TITLE Managa Marketing

DATE 30 April 1965

DOCUMENT NO. _____
NO CHANGE IN CLASS. ☒
☐ DECLASSIFIED
CLASS. CHANGED TO: TS S C 2011
NEXT REVIEW DATE: _____
AUTH: HR 10-2
DATE: 7/8/81 REVIEWER: 064540

SECRET

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GA 1853

are

4/14/65

Dear Art:

The enclosed Invoice No. 20 is consistent with the settlement we discussed. The attachments present breakdowns reflecting:

1. Correction of Dec. 64 estimate to actual;
2. Subcontract TMP-1 settlement;
3. Subcontract TMP-3 settlement including a scope change;
4. Adjustment of our negotiated '63 and '64 burden rates on TMP-1 costs as settled;
5. Retroactive overhead adjustments for 1963;
6. ROA for 1964.

I will send a separate invoice for the fee withheld.

Best regards,

Bill

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CONTRACTOR'S RELEASE

Contract No. AF33(657)12280

GA 1853
WLLPursuant to the terms of Contract No. AF33(657)12280
and in consideration of the sum of __________) which has been or is to be paid under the said
contract to _____

(Contractor's Name & Address)

(hereinafter called the Contractor) or to its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this Thirteenth
day of April 1965.

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WITNESSES

BY

TITLE

(NOTE: In case of a corporation, witnesses are not required, but the certificate below must be completed.)

25X1A

CERTIFICATE

I, _____, certify that I am the _____ Manager-
Financial Operations _____ of the corporation named as Contractor in the fore-
going release; that _____ who signed said release
on behalf of the Contractor was then _____
_____ (Official Title)
of said corporation; that said release was duly signed for and in behalf of said
corporation by authority of its governing body and is within the scope of its
corporate powers.
(CORPORATE SEAL)

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CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTSContract AF33(657)12280GM 1853
2024

Pursuant to the terms of Contract AF33(657)12280 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the

[Redacted Box]
(Contractor's Name and Address)

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(hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all rights of action accrued or which may hereafter accrue thereunder, (except those for refunds or rebates of, or credits for, taxes paid to the State of California or any political subdivision thereof).

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the contracting officer checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the contracting officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.

4. In the event the contractor obtains or receives any refund or rebate of, or credit for, taxes paid to the State of California or any political subdivision thereof, in connection with the performance of this contract, and for which the contractor was paid or reimbursed by the Government, the contractor agrees to pay over to the Government an amount equal to such refund or credit (including interest paid or credited to the contractor incident to such refund or credit to the extent that such interest was earned after the contractor was paid or reimbursed by the Government for such taxes). In the event the contractor receives any benefit in lieu of or in addition to such a refund or credit, the contractor agrees to pay over to the Government an amount equal to such benefits.

IN WITNESS WHEREOF, this assignment has been executed this
thirteenth day of April 1965

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WITNESSES

BY

TITLE

(NOTE: In the case of a corporation, witnesses are not required, but the following certificate must be completed).

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CERTIFICATE

Manager-Financial

Operations

(Official Title)

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I, [Redacted Box], certify that I am the [Redacted Box]
of the corporation named as Contractor in the foregoing assignment;

who signed said assignment on behalf of the contractor was then
mgr.-Customer Accounting of said corporation; that said assignment was duly signed
(Official Title)

for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)